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**FOURTH LEASE AMENDMENT
BETWEEN
THE PORT OF PORTLAND
AND
TRISTAR TRANSLOAD, INC.**

THIS FOURTH LEASE AMENDMENT ("Amendment No. 4") effective as of June 26, 2001 (the "Effective Date"), is entered into by and between THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port") and TRISTAR TRANSLOAD, INC., an Oregon corporation ("Lessee").

RECITALS

A. The Port and Lessee executed a Lease of Improved Yard Space at Terminal 1, dated effective January 10, 1996 (Port Lease No. 96-008), as amended by First Lease Amendment and Extension No. 2 dated effective January 11, 1998, by Second Lease Amendment and Extension No. 3 dated November 17, 1998 and by Third Lease Amendment dated November 20, 2000 (as amended, the "Lease"). The Lease term is currently on a month to month basis, as set out in the Third Lease Amendment.

B. The Port and Lessee desire to extend the term of the Lease to a fixed "Expiration Date" (as defined below), delete space from the Premises, adjust the Rent and provide for limited use of additional Port facilities under specific circumstances.

NOW, THEREFORE, the parties, intending to be legally bound by the terms and conditions contained in this Amendment No. 4 and in consideration of the mutual covenants set forth below, agree as follows:

AGREEMENT

1. LEASE TERM

The Lease is currently on a month-to-month basis, as set out in the Third Lease Amendment. The term of the Lease is hereby extended to June 30, 2002 (the "Expiration Date"). The holdover rent as specified in and other provisions of Section 9.3 of the Lease shall apply in the event Lessee fails to vacate the Premises by the Expiration Date.

2. PREMISES

Lessee is currently leasing the space identified as the "Current Premises" on Exhibit D to the Third Lease Amendment, as well as additional space in Warehouse 104 and a Yard Shack, as set out in the Third Lease Amendment. The term "Premises," as defined in paragraph 1.1 of the Lease, is hereby modified as follows:



2.1 Warehouse 104

Beginning June 1, 2001, Lessee may not use any space in Warehouse 104, except for the following limited uses:

2.1.1 Restrooms

Lessee may have access to the restrooms located within Warehouse 104, for the use of Lessee's employees during its regular hours of operation.

2.1.2 Storage of Equipment

Lessee may store its forklifts inside Warehouse 104.

2.1.3 Use of Gate 4, Rail Track and Loading Dock

Lessee shall have the nonexclusive limited right as provided in this Section to use Gate 4, the rail track and loading dock located on the southeast side of Warehouse 104, as shown on Exhibit D to the Third Lease Amendment, and to transport material through Warehouse 104 as necessary to exercise such right. Lessee shall cooperate with other tenants of Terminal 1 in its use of Gate 4, the rail track and loading dock, such that other tenants' access to their leased premises or areas of use is not blocked. Lessee's right to transport material through Warehouse 104, and to use Gate 4, the rail track and loading dock may be exercised only if it does not interfere with Port work in the area.

2.1.4 Termination of Use of Warehouse 104

All of Lessee's rights under this Section 2.1 may be terminated by the Port upon ten (10) days written notice, if at any time the Port leases all or any portion of Warehouse 104 to another tenant.

3. RENT

Beginning June 1, 2001 and through the Expiration Date, Basic Rent, as defined in Section 3.1 of the Lease, shall be SIX THOUSAND DOLLARS (\$6,000.00) per month.

4. UTILITIES

The provisions of Section 4.4 of the Lease shall apply to Lessee's use of Warehouse 104, except that responsibility for electricity use shall be determined as follows: Warehouse 104 has a separate Portland General Electric ("PGE") meter which determines electricity usage in Warehouse 104, and so long as Lessee is the only tenant exercising its rights to use Warehouse 104, as set out in Section 2.1 hereof, Lessee shall be responsible for payment directly to PGE for this meter (PGE Account No. 1-0657-3850-1). At such time as the Port leases Warehouse 104 to another tenant, the Port or such other tenant shall take over payment of the PGE account, and Lessee shall be responsible only for its prorata share of such account, as determined by the Port, based upon the termination date of its use of Warehouse 104.

5. SAVINGS CLAUSE

Except as expressly modified by this Amendment No. 4, the Lease shall remain in full force and effect according to its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 as of the date set forth above.

TRISTAR TRANSLOAD, INC.

By: 

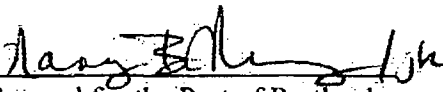
Title: CEO/COO

THE PORT OF PORTLAND

By: 

Title: Executive Director

APPROVED AS TO LEGAL
SUFFICIENCY FOR THE PORT
OF PORTLAND

By: 
Counsel for the Port of Portland